

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE:

JASON B. CAVANAUGH and  
DEMI LYNN CAVANAUGH, f/k/a  
DEMI LYNN RUPPERT

*Debtors*

v.

CASE NO. 1:21-bk-01678-HWV

PENNYMAC LOAN SERVICES, LLC

CHAPTER 13

JACK ZAHAROPOULOS CHAPTER  
13 TRUSTEE,

*Respondents*

AFFIDAVIT OF GOOD FAITH

AND NOW, this 21 day of March, 2022, comes the Debtors, by and through their counsel, CGA Law Firm, E. Haley Rohrbaugh, Esquire, and do file the within Affidavit of Good Faith averring that:

1. On or about July 29, 2021, the Debtors filed a Voluntary Chapter 13 Bankruptcy.
2. The Debtor's Chapter 13 plan is based upon paying mortgage arrears and cram down the Debtors vehicle.
3. On or about March 2, 2022, Debtors received an offer and signed an Agreement of Sale. The sale price for the Property is \$232,000.00.
4. The proposed sale price is based off an appraisal that was obtained in connection with Buyer's financing application, after payment of customary costs of sale, such as real property transfer tax and realtor commission.
5. The Debtors submit that the Sale Agreement is a negotiated, arm's length transaction in which the Buyer has at all times acted in good faith under the Abbotts Dairies standards. The Debtors thus request that the Court make a finding that the Buyer will have purchased the Real Property in good faith within the meaning of Section 363(m), and that the sale is to a good faith purchaser and for fair market value within the meaning of 11 U.S.C. 363(m) and In re Abbotts Dairies of Pennsylvania, Inc., 788 F.2d 42(3rd Cir. 1986);

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Jason B. Cavanaugh

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Demi L. Cavanaugh

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